

APPLICATION FOR MEMBERSHIP PRIVILEGES, BYLAWS, AND RULES AND REGULATIONS

2025

Eagle's Nest Program

EAGLE RIDGE GOLF CLUB APPLICATION FOR MEMBERSHIP PRIVILEGES

Primary Member Information								
□ Mr.	☐ Mrs.	\square Ms.	□ Miss	□ Dr.				
Name of Appl	icant/Member:							
Local Street A	Address:Stre							
	City		Stat	e	Zip			
Mailing Addre	·	from street add	ress):		_			
		et or P.O. Box						
Cell Phone #:_	City		Stat Woi		Zip	_		
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Email Address	s:							
			-	se Information mbership)				
□ Mr.	□ Mrs.	□ Ms.	□ Miss	□ Dr.				
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Cell Phone #:			Birt	h Date (mm/dd/yr)):			
Email Address	s:							
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Name				DOB:				
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Membership Election

Please indicate below, the classification of membership desired and select dues type by marking the appropriate boxes:

Member Type Golf Privileges		Monthly Dues	Annual Pay
Individual 7 Days/Week		\$473*	\$5,508
Family	7 Days/Week	\$659*	\$7,668
Individual	Mon-Friday (excludes Holidays)	\$390*	\$4,536
Family	Mon-Friday (excludes Holidays)	\$538*	\$6,264
Senior	Mon-Friday (excludes Holidays)	\$353*	\$4,104
Trail Fee	Mon-Friday (excludes Holidays)		\$650.00
Trail Fee	7 Days/Week		Included
	Credit Card Payment In		
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Membership Number _____

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Date of Membership _____

SECTION 1 APLICATION FOR ANNUAL MEMBERSHIP

Receipt of an application by Eagle Ridge Golf Club does not constitute an invitation to the applicant nor an acceptance of the application as an Annual Member until he or she has been accepted, full payment of the membership initiation fee (may be waived), and dues have been received by the Club. An application for a member is subject to written approval and acceptance by the Club and may be returned or rejected for any reason at the sole discretion of the Club. If an application for annual membership is not acted upon favorably, the applicant will receive a full refund of the initiation fee without interest.

The applicant warrants and represents to the Club's management the information submitted on the application is true and correct, and in considering the application, the Club shall be entitled to verify any representations made by the applicant regarding the applicant's background. The applicant further agrees that management may employ the services of a credit agency in determining whether to grant or withhold a membership.

SECTION 2 ELIGIBLITY

For purposes of the Family Membership, a family is defined as an individual, his or her legal spouse, and dependent children less than 18 years of age who reside with the individual or who are attending college on a full-time basis. To be eligible for membership of the Club, an individual must be of good standing in the community and possess such other qualifications as the Club may prescribe. All respective membership fees and membership due shall be established as outlined in the Club schedule of fees and dues and are subjects to change from time to time by the Club.

Eligibility for annual membership shall be determined at the sole discretion of the Club, but eligibility for membership shall in no way be based on criteria related to sex, race, religion, age, handicap, or national origin. If an applicant is denied admission to membership in the Club, the initiation fee and prepaid monthly dues in association with the membership application shall be refunded in full.

SECTION 3 OWNERSHIP AND USE OF CLUB FACILITIES

Shiv Resort, Inc. will own all Eagle Ridge Golf Club facilities, and it or its agents will manage and operate the Club facilities open to the public and to members. A "Pass Club Member" is one who purchases a membership and will have certain privileges to use the Club facilities subject to the Membership's By-Laws and Rules of Regulations.

The Club will have exclusive authority to accept members, set membership fees and dues, change other fees and charges, Rules and Regulations, Membership By-laws, and control the management and affairs of the Club facilities. Members will not own any of the property or facilities. Member status is not an investment in the Club. Member status does not provide the member with equity or ownership interest, or any other property interest in the Club or the Club facilities.

Member Initials.

SECTION 4 PLAN YEAR

For the purpose of signing a year-long or multi-year contract, a membership year begins on January 1st and expires on December 31st. Partial year memberships are at the sole and absolute discretion of the Club.

The membership program may be cancelled, changed, or discontinued at any time at the sole and absolute discretion of the Club. Member Initials.

SECTION 5 RULES AND REGULATIONS

Eagle Ridge Golf Club will provide each member with current Rules and Regulations prior to issuance of the membership card. All member privileges shall be subject to the current Membership By-laws and Rules and Regulations subject to change from time to time. Failure to abide by the current Membership By-laws and/or Rules and Regulations will entitle the Club to take whatever action it deems appropriate, including a warning, suspension, or termination of member privileges. Members shall always be held responsible for their children's and guests' actions.

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SECTION 6 STATE INDENTIFICATION CARDS

Eagle Ridge Golf Club, upon approval and acceptance, will issue a member identification card. Upon issuance, all members must carry their identification cards that are not transferable. The Club may require the presentation of the member identification at the point of sale for transactions. Members are required to sign all charge tickets. Failing to sign, however, does not relieve the member from the obligation to pay the charge(s). The Club must be notified immediately of a lost or stolen identification card. The member's account number shall then be canceled, and a new number issued. The member shall be responsible for all charges placed on the account until the Club has received notification of card loss. A replacement fee may be charged for lost or stolen member identification cards or in any situation where the account number is changed.

SECTION 7 TRANSFERAILITY

Except as otherwise stated herein, member privileges are non-transferable and may not be transferred, bequeathed, sold or assigned. A member holds no economic value.

Member Initials.

SECTION 8 DUES, FEES AND OTHER CHARGES/RATE SCHEDULE

Eagle Ridge Golf Club will determine the amount of dues, fees, and other charges to be paid by each category of membership. The initiation fee and monthly dues may be adjusted annually at the Club's sole discretion. The Club reserves the right to change the amount of the fees and other charges on the rates schedule at any time and the new rate schedule will apply to the members. The initiation fee and first's dues are payable in advance and upon application to the Club. Member Initials.

SECTION 9 BILLING AND PAYMENT

Eagle Ridge Golf Club requires that a current credit card remain on file for payments monthly dues and charges. Eagle Ridge Golf Club will automatically charge your member dues and ancillary charges to your credit card each month on the first. Charges will occur on the first of each month. You may request a hard copy of your statement, and it will be available for you at Eagle Ridge Golf Club. You have 14 days to dispute any charges on your statement.

You will be responsible for updating any credit card information, including the expiration date. If credit card numbers change or expire, you may receive a \$25 finance fee if Eagle Ridge Golf Club is unable to charge the card. We hope this will make the process more convenient for you to manage.

Member dues and other fees and charges payable by a member shall be due and payable in advance, on or before the sixth day of each month, unless otherwise established by the Club, and if not paid in cash or by credit card, will be charged to the member account. All members will be responsible for all charges made under their member number and are responsible for keeping their number secure and confidential. Members will be billed monthly for all goods and services charged to their member account number, including guest green fees, golf shop charges, food and beverage services, beverage cart charges and golf instructions. All members will be charged a finance fee on all balances outstanding thirty (30) days or more after billing, at the rate of 19% per annum of the maximum rate allowed by law, which is lower. A \$25 service fee will be charged to any member for non-sufficient funds or non-accepted credit cards. The failure of any member to pay monthly dues, other fees and charges, or billings within the prescribed period may constitute grounds for suspension or termination of member privileges, and the unpaid monthly dues, other fees and charges will be charged to the open credit card.

Notification recording acceptative belonges will be mailed directly to the member. The member's acceptative like acceptative laboratory will be acceptable to the period for the member of the member

Notification regarding overdue balances will be mailed directly to the member. The member's account will be deemed inactive until such balance is paid in full. If the balance is still outstanding after 45 days and the Club is unable to accept the credit card on file, the member's account will be terminated, and the billings will be sent to collections.

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SECTION 10 GUEST PRIVILEGES

Eagle Ridge Golf Club, at its sole discretion, may extend or limit guest privileges under the Rules and Regulations from time to time. Members promise to provide accurate and truth information to the Club regarding any application for privileges for a guest of the member.

SECTION 11 RIGHT TO REGULATE FACILITY

Eagle Ridge Golf Club is open for public use on a daily fee basis. The Club shall have the right at any time to limit the use of the facilities and to hold promotional and other special events, including tournaments, banquets, and weddings, and to promote the Club and/or other plans in advertisements and promotional materials.

Please note: This includes Saturday's due to high volume and limited availability.

SECTION 12 MODIFICATION

Eagle Ridge Golf Club reserves the right in its sole and absolute discretion, at any time, to modify or terminate the membership and/or privileges, to discontinue operation of any or all of the Club facilities, to change Club facilities available for use by members, or to issue or terminate annual member status and/or privileges. The Membership By-laws and/or Rules and Regulations may be amended from time to time with notice to the members. Members will be advised of such changes via email, either by notice placed in member monthly billing or by separate mail. Thereafter, the member will be bound thereby unless member resigns.

SECTION 13 RESIGNATION

The member may terminate a membership by giving thirty (30) days prior written notice of termination/resignation to the Club. A member will be considered terminated/resigned thirty (30) days after the Club's receipt of member's written notice requesting resignation. Members are not entitled to a refund of any part of the initiation or annual fee paid by the members to the Club. Members are responsible for payment of membership dues until December 31 of the Plan Year.

Member Initials.

SECTION 14 SUSPENSION AND TERMINATION

If with cause, member status is terminated at the sole and absolute discretion of the Club, which shall specifically include, but not be limited to, failure to pay outstanding billings within ninety (90) days, violation of the current Membership By-laws and/or Rules and Regulations, conducts himself or herself in an unbecoming manner either on or off the club's premises, the member initiation fee will not be refunded, in whole or in part. Upon termination, a new initiation fee will be required to be eligible for new membership.

A member may be terminated, restricted, suspended or expelled for cause, and such member may also be notified in writing of the grounds for termination, restriction, suspension, or expulsion. The Club shall be the sole judge of the termination, restriction, suspension or expulsion, and its decision shall be final.

Due to illness or medical restrictions only, the Club may consider a temporary suspension of membership with a written request. If the request is deemed valid and suspension is given, the membership account will be placed on Maintenance status for a fee of \$50 per month and up to 3 months. Members may not suspend their membership for vacation or travel purposes. For any other considerations regarding reason and length of suspension, the member must submit a 30-day written note requesting such suspension. Exceptions to the length of member suspension may be considered on a case-by-case basis.

All charges and fees incurred by the member during suspension must be paid at the time of transaction. During a suspension of membership charging privileges are also suspended. If charges incurred at Eagle Ridge are paid "to account" during the time of suspension the appropriate monthly dues will be reinstated and charged to the member.

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The Club has the right to terminate any membership suspended for more than three months. To reactivate a terminated membership, a member must pay the appropriate initiation fee at the time of re-activation. A member may request to terminate his or her membership at any time without refund of the initiation fee. A request to terminate a membership must be submitted in written format. Only a written request will be accepted. Until such a written request is received monthly dues will continue to be charged to the member account. At said termination date, the member must pay any outstanding balances on the account and return the membership card to management.

Member Initials.

SECTION 15 INDEMNITY

To the fullest extent permitted by law, the member shall release, indemnify, defend and hold harmless Eagle Ridge Golf Club Resort, its affiliates and its lender and their officers, agents, employees, representatives, consultants and contractors, from and against any and all claims, damages, losses and expenses, including, but not limited to reasonable attorneys' fees, which arise out of or result from any breach of this Agreement or any negligent, reckless or illegal act or omission of member or anyone for whose acts member may be liable.

The provisions of this paragraph shall survive termination of this Agreement for any reason.

Member Initials.

Any member, family member or member guest, shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged, or sponsored by the Club. Such members shall pay for the cost thereof when a bill is presented.

SECTION 16 ANNUAL MEMBERSHIP PRIVILEGES

With payment of the monthly dues, members receive the following privileges:

- Complimentary green fees and cart fees Monday through Friday (Individual and Family Weekday Members) or Sunday through Saturday (7 Day Memberships) anytime.
- Guest Fees the published Rewards Rates at the time of play. A maximum of three guests may accompany a member at one time.
- Reservations for green fees can be made up to 8 weeks in advance. Members are allowed up to two starting times (8 players) per day. Singles are welcome as walk-ons or will be reserved with another two-some or three-some. Members who do not cancel tee times or who "no-show" will be charged a \$25.00 No show fee.
 Member Initials.
- Up to one large bucket of range balls at the driving range unless otherwise posted by management.
- A 10% discount on non-sale Golf Shop items. exclude golf clubs and golf balls or any special-order items.
- Discounted green fees for 7-day members at The Bridges Golf Club in San Ramon, Eagle Ridge Golf Course in Gilroy and Greenhorn Creek in Angel Camp.
- Monthly billing and charging privileges.

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EAGLE RIDGE GOLF CLUB RULES AND REGULATIONS GENERAL CLUB RULES

- 1. We expect all our members, guests, and patrons to abide by Eagle Ridge Golf Club's Rules and Regulations as they may be amended from time to time.
- 2. Eagle Ridge Golf Club facilities shall be open to the public and to members on the days and during the hours established and posted by the Club. The Club reserves the right to change the hours of operation and/or close the golf course and the other facilities of the Club and/or to hold unique events which may limit patron access to all or part of the Club's facilities.
- 3. Patrons are responsible for their children's actions at all times.
- 4. Eagle Ridge Golf Club must furnish all food and beverages consumed at the Club facilities. Alcoholic beverages shall not be served or sold on the premises during hours prohibited by law. Alcoholic beverages shall not be sold or served to any person not permitted to purchase the same under the laws of the State of California or be sold for off-premises consumption. All alcoholic beverages consumed or otherwise possessed of the Club facilities must be purchased at the Club.
- Commercial advertisements or solicitations shall not be posted or circulated in the Club without prior approval of the Club management.
- 6. Dogs and other pets, except for service animals, are not permitted on the Club facilities without the prior approval of the Club management. Patrons are responsible for damage caused by an animal owned by the patron or under the patron's control.
- 7. Patrons may not abuse any of the employees, verbally or otherwise. Service employees are under the supervision of the Club management and no patron shall reprimand or discipline any employee or send any employee off the Club facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the Club management immediately.
- 8. Self-parking is permitted in areas identified as such. No parking will be allowed in grassed areas. Cars improperly parked may be removed at the owner's expense.
- 9. The clubhouse is a non-smoking facility. No smoking is permitted except in the designated outside area. Please refrain from tossing tobacco butts on the Club property.
- 10. Violation of any of these Rules and Regulations or conduct in a manner prejudicial to the best interests of Eagle Ridge Golf Club shall subject the person in violation to disciplinary action, and may be grounds for suspension, expulsion, or termination of privileges.
- 11. Reservations for green fees made up to two weeks in advance. Singles are welcome as a walk-on or will be reserved with another two-some or three-some. Members who do not cancel tee times at least 24 hours in advance or who "no show" will be charged the \$25.00 per player fee to the member and any scheduled guests. ______Member Initials

CLUBHOUSE SERVICES AND ACTIVITES

- Eagle Ridge Golf Club may allow the use of the clubhouse facilities for private or public events, on any
 day or evening. Patrons are required to make reservations for unique events with the appropriate Club
 personnel for available dates and arrangements. The sponsor of the event shall be responsible for the
 conduct of its guest and any damage to the Club's facilities, and for the payment of any charges not paid by
 individuals attending the party. A schedule of standard fees is available from the Club management.
- 2. The property of furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club facilities, without proper authorization. Every patron shall be liable for any property damage and/or personal injury at the Club, or at any activity of function operated, organized, arranged, or sponsored

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- by the Club, caused by the patron or their guest(s). The cost of any damage may be charged to the patron's account.
- 3. Eagle Ridge Golf Club shall determine the Restaurant and Special Event reservation policies.

GENERAL GOLF RULES

- 1. All Eagle Ridge Members must check in at the Golf Shop before starting their round. ____Member Initials.
- 2. All play will start from the first tee unless otherwise directed by the Golf Shop Staff.
- 3. The professional staff will be on duty to regulate play and enforce golf cart regulations. The professional staff shall have full authority on the golf course to enforce all rules and speed of play. Any directives made by an employee to an individual or group, regarding course play, shall be deemed Club rulings and must be honored.
- 4. Proper attire is required for all players. No denim, cut-off shorts, or gym shorts will be allowed. Use of metal spikes is prohibited.
- 5. The professional staff may close the golf course to play whenever the grounds could be damaged by adverse weather conditions or for maintenance purposes. The Golf Course Superintendent and/or Director of Golf are authorized to determine when the golf course is fit for play.
- 6. Jogging, bicycling, hiking, or recreational walking is not permitted on the golf course except as determined or approved by Club management.
- 7. No beverages coolers are permitted on the course unless provided by the Club. No outside food and beverages permitted on the course.
- 8. Groups of five (5) or more players shall not be permitted on the golf course.
- 9. Every player must have their own set of clubs.

PRACTICE FACILITY

- 1. The Driving Range and Practice areas are open during the normal operating hours as posted at the Golf Shop. Those areas may be closed for general maintenance or unique events at the Club's discretion.
- 2. Lessons by unauthorized professionals are not permitted.
- 3. Range balls are for use at the Driving Range. Range balls and baskets are not to be picked up or removed from the driving range. Range balls may not be used on the golf course.
- 4. Children younger than fourteen (14) years old on the practice tee or greens must be supervised by an adult.

TEE TIME RESERVATIONS

- 1. Tee times may be reserved up to eight weeks in advance A minimum of two (2) or more players is required to book a reservation, unless a single player can be paired with another group. Tee time policies will be strictly enforced. If a member is caught taking advantage of the tee time system, one warning will be given before the member is terminated. All players must check in with the Golf Shop prior to playing. All play will begin on the first hole unless advised by the Golf Shop staff.
- Patrons may cancel a booking up to 24 hours prior to the tee times reservations. Green fees will be charged
 to the cardholder's account for no-shows or cancellations made less than 24 hours prior to tee time
 reservation. Upon the discretion of the Golf Shop staff exceptions will be made based on inclement
 weather.
- 3. Tournament tee times may be booked one year in advance for groups of sixteen (16) or more. Banquet and catering packages for corporate outings, groups and tournaments of all sizes are available. Patrons interested in booking a group or tournament reservations may contact our Golf Sales manager at (925) 735-4253 ex 2.
- 4. Club and outside tournaments are scheduled throughout the year. Tournaments approved by management take precedence over other normal Club activities on and off the golf course.

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GOLF CARTS

- 1. Golf carts may only be used on the golf course when the course is open for play.
- 2. Each operator of a golf cart must be at least eighteen (18) years of age and have a valid driver's license.
- 3. During peak season and subject to weather and golf shop approval, carts may be driven on marked fairways. During the winter season or inclement weather carts must be driven on the cart path only.
- 4. Golf carts are to be operated on established cart paths and marked fairways only.
- 5. Carts are prohibited to be driven closer than thirty yards from the green or 30 feet from green for handicapped golfers, excluding cart paths and marked areas. Member Initials.
- 6. Operation of a golf cart is at risk for the operator. The cost of repair to a golf cart, damaged by a patron, or patron's family or guest, shall be charged to the patron. Patrons using a golf cart shall be held fully responsible for all damage to the golf cart. Patron shall reimburse the Club and/or any operator of the Club for all damages the Club may sustain by reason of misuse. The patron using a golf cart accepts and assumes all responsibility for liability connected with operation of the golf cart.

 Member Initials.

CONDUCT

- Rude, abusive, or disorderly conduct is absolutely forbidden, and players are expected to always conduct themselves in a professional manner. Any patron who does not abide by this rule will be asked to leave the property.

SECTION 17 GOLF COURSE USEAGE / PRACTICE CENTER

Practice Center

Range Balls are for Eagle Ridge Members and Paid guests only. Range balls are not to be shared with other family members, guests, or friends. All members receive up to a larger bucket per day at the practice center. Additional buckets will be offered at a 50% discount. Range balls and range baskets are property of Eagle Ridge Golf Club and are not allowed to be taken off the property.

Golf Course

There are two basic parts to this wonderful game of golf. There is the practicing part and the playing part. The practicing part is done at the driving range, chipping green, and putting green and requires golf balls to sharpen your skills. The playing part is where you go out on the course to record a score. The playing part has rules, etiquette and only allows you to use one golf ball throughout the round. Eagle Ridge Golf Course is a **"no practice on the golf course facility".**

Practicing on the Golf Course is **STRICTLY PROHIBITED!!**

- 1. Any Eagle Ridge Member or Junior Pass Holder that is observed practicing on the golf course will be given a warning that they are in violation of the "No Practicing on the Golf Course Policy."
- 2. A second warning will result in loss of playing privileges for one month.
- 3. A third violation will result in termination of the Membership.

This policy will be enforced for every golfer that plays here at Eagle Ridge Golf Club. <u>Member Initials</u>
We want to eliminate unnecessary damage that is caused by people practicing on the golf course!

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JUNIOR PLAY

- Juniors are considered seventeen and younger. All junior players and guests are subject to the policies and procedures in effect regarding junior play. Junior rates are available for guests of juniors during approved junior play times are directed by the Golf Shop.
- 2. Juniors may play alone or with other juniors during off-peak times determined by the golf shop or with an adult anytime. Juniors must check in with the Golf Shop prior to playing. Approval for juniors unaccompanied by an adult is at the discretion of the Golf Shop.
- 3. Juniors CANNOT drive golf carts and must walk or use a pushcart unless they are playing with an adult player.

GUEST PRIVILEEGES OF MEMBERS

- 1. All guests must abide by the Club's Rules and Regulations.
- 2. The hosting member is responsible for the conduct and activities of a guest while at Eagle Ridge Golf Club. If the manner or appearance of any guest is deemed to be unsatisfactory, the hosting member shall, at the request of the Club, ensure the guest conforms to Club rules or leaves the Club facilities.
- 3. The guest fee rate is the posted member guest rates. A maximum of three (3) guests may accompany one member. Any additional guests will be at the standard posted green fee rate. All twilight, super twilight, senior, and junior rates will not be discounted. The discounted rate for member guests does not apply to any other promotional discounts the Club may offer.
- 4. A member may sponsor a guest or group of guests only at the request of the member. The member must specify the name, tee time reservation, food and beverage charges, and any other requests. All guests of hosting members must register at the Golf Shop upon arrival. Guest charges for any services will be charged against the member's account at the member's request. A guest may also pay cash for any incidentals or fees.
- 5. Guest privileges may be extended or limited for members under these Rules and Regulations established by Eagle Ridge Golf Club from time to time. Because it is the intention of the Club to accommodate guests without inconvenience to other members, the Club reserves the right to limit the number of guests that accompany a member on any given day to no more than three (3). The Club shall establish from time to time that rate of the guest fees and charges and allowable times and days for use of the Club facilities by guests. Guest privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient by the Club in its sole and absolute discretion.

I agree with these bylaws, rules and regulations outlined by Eagle Ridge Golf Club.

Printed Name:	 	
Signature:		
Date:		